

**SUPPLEMENT TO PERSONAL SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT AND TERMS BETWEEN LEWIS COUNTY, ACTING
AS THE FISCAL AGENT
FOR THE CHEHALIS RIVER BASIN FLOOD AUTHORITY,
AND SBGH-PARTNERS, LLC**

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between LEWIS COUNTY, WASHINGTON, herein referred to as "County", acting as the fiscal agent for the Chehalis River Basin Flood Authority ("Flood Authority"), and SBGH-Partners, LLC, 7748 Manzanita Drive NW, Olympia, WA 98502, herein referred to as "Contractor", together referred to as "Parties."

IT IS THE PURPOSE OF THIS AGREEMENT to supplement and amend the original Agreement with SBGH-Partners, LLC for consulting and coordination services to assist and support the Chehalis River Basin Flood Authority ("Flood Authority") as fully executed on August 8, 2011 (said original Agreement is hereinafter referred to as the "Existing Agreement"). Both Parties agree to this Supplemental Agreement, including the Amended Scope of Work ("Attachment C") and Amended Compensation ("Attachment D"), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein and as fully as if set forth in the Existing Agreement.

The term of this Supplemental Agreement shall commence as soon as this Third Supplemental Agreement is fully executed and will terminate June 30, 2013, or upon thirty days' written notice of termination provided by CONTRACTOR or COUNTY to the other Party in compliance with the termination provision of the Parties' original Agreement.

CONTRACTOR acknowledges and by signing this contract agrees that all of the terms of the Existing Agreement not amended or modified by this Supplemental Agreement, are and shall remain in full effect and are totally and fully part of this contract and have been mutually negotiated by the parties.

THEREFORE, IT IS MUTUALLY AGREED THAT the following shall supplement, amend, and govern the Existing Agreement, including including but not limited to those specific tasks costs as set forth below, as fully as if set forth in the Existing Agreement:

Section 1. Statement of Work

CONTRACTOR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in the Amended Scope of Work, attached hereto as Attachment "C" and fully incorporated into the Existing Agreement.

Section 2. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of signing by both Parties and be completed as agreed [GC1] and shown in the attached Supplemental Scope of Work, Attachment "C," but may be modified or extended by mutual agreement in accordance with the amendment provisions of the Existing Agreement.

Section 3. Payment

Compensation for the work provided in accordance with this Supplemental Agreement shall be as set forth in Attachments "C" (Supplemental Scope of Work) and "D" (Supplemental Compensation), provided, however, that the total compensation for the period of time beginning on the date the original Agreement was fully executed and ending June 30, 2013, shall not exceed One Hundred Thirty Four Thousand,

Three Hundred and Twenty Six Dollars (\$134,326.00). The total compensation for eligible services and qualifying expenses incurred from the date the original Agreement was fully executed and ending June 30, 2013, shall not exceed One Hundred Thirty Four Thousand, Three Hundred and Twenty Six Dollars (\$134,326.00) without written prior approval of the COUNTY and authorization by the Flood Authority.

Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County, acting as the lead agency for the Flood Authority, will not be obligated to make payments for services or expenses incurred after the end of the current calendar year. No penalty or expense shall accrue to the County in the event this provision applies.

This Supplemental Agreement and statement of work, period of performance and compensation constitutes a supplement to the Parties' Existing Agreement and supplements and amends the scope of work, period of performance and compensation, with such additional provisions as have been agreed upon by the parties for good and sufficient consideration, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, the parties have executed this Second Supplemental Agreement this _____ day of _____, 2012.

Lewis County Contract Manager

Robert A. Johnson, Director of Community
Development
2025 NE Kresky Ave.
Chehalis, WA 98532
(360) 740-2606

LEWIS COUNTY

By: _____
Robert A. Johnson

Title: _____

Date: _____

Contractor Program Manager

Scott BoettcherGreg Hueckel
2601 Capitol Way S7748 Manzanita Drive
NW
Olympia, WA 98501-33262
(360) 888-5667

SBGH-PARTNERS, LLC

By: _____
Scott BoettcherGreg Hueckel

Title: _____

Date: _____

ATTACHMENT “C”
SUPPLEMENTAL SCOPE OF WORK

SUPPLEMENTAL PERSONAL SERVICES AGREEMENT
Between
LEWIS COUNTY
and
SBGH-Partners, LLC

Supplemental Scope of Work

SBGH-Partners, LLC
July 2012 through June 30, 2013

Who:

- Scott Boettcher/Greg Hueckel

Time and Expense:

- Months 1 through 6 = 65 hours/month at \$120 an hour for total of \$46,800.
- Months 7 through 12 = 40 hours/month at \$120 an hour for total of \$24,000.
- Assume Flood Authority takes one month off between July 1, 2012 through June 30, 2013.
- Assume no travel or expense.
- Total = \$70,800.

Period of Performance:

- July 1, 2012 through June 30, 2013 (12 months).

Tasks:

- See Task Table below.

Task Table	
As part of the Flood Authority Staffing Team** . . .	
Task 1 – Provide day-to-day admin and logistical support to Flood Authority and its subcommittees.	
In general this task will involve supporting, documenting, tracking, reporting and otherwise attending to the activities, decision-making and logistics of the Flood Authority and it’s separate subcommittees (Executive, Outreach & Education, and Projects). Example task activities will likely include: <ul style="list-style-type: none">• Providing the Flood Authority with contract management support including developing scopes of work and working with Lewis County and OFM to amend,	Monthly

<p>track and report on contracts.</p> <ul style="list-style-type: none"> ○ Working with WEST Consultants on final gage installation. ○ Providing regular subcommittee meeting support (Executive, Outreach and Project subcommittees). ○ Providing monthly Flood Authority meeting support including determining location/equipment needs, confirming presenters, etc. ○ Continuing to document Flood Authority process and progress through iPRMT. ○ Providing and additional point of contact, coordination and communication for parties interested and affected by the activities of the Flood Authority. 	
Task 2 – Provide work plan development and tracking support to Flood Authority and its subcommittees.	
<ul style="list-style-type: none"> • In general this task will involve updating, tracking and reporting on implementation of Flood Authority work plans and strategic initiatives. 	Monthly
Task 3 – Research and develop staff recommendations for issues that will come before the Flood Authority and subcommittees.	
<ul style="list-style-type: none"> • In general this task will involve preparing Flood Authority and its subcommittees with options, recommendations, information, etc. in order to support the Flood Authority as it moves forward in its decision-making processes. Example task activities will likely include: <ul style="list-style-type: none"> • Working with OFM, EMD and others to determine a way forward with O&M for the Early Warning System 	Monthly

**** Flood Authority Staffing Team consists of:**

- Kramer Consulting (Jim Kramer).
- SBGH-Partners (Scott Boettcher/Greg Hueckel).
- Gordon Thomas Honeywell (Nancy Ligon).

ATTACHMENT “D”

SUPPLEMENTAL COMPENSATION

Phase I: Existing original contract (ending June 30, 2012)

Reimbursement for services consistent with the Scope of Work (Attachment “A”) and Section 3, Payment, shall be as follows:

Expenses:

- Travel time at discounted rate of \$40/hour: 4 hours/month x 12 months = \$1,920.00
- Mileage reimbursement 200 miles/month x 12 x \$.55/mile = \$1320.00
- Misc. copies, etc.: \$286.00

Total Time & Cost:

- SBGH-Partners, 480 hours over 12 month period x \$120 = \$60,000
- Total expenses: \$3,526.00

Phase II: Supplemental Period (July 2012 to June 2013):

Who:

- Scott Boettcher/Greg Hueckel

Time and Expense:

- Months 1 through 6 = 65 hours/month at \$120 an hour for total of \$46,800.
- Months 7 through 12 = 40 hours/month at \$120 an hour for total of \$24,000.
- Assume Flood Authority takes one month off between July 1, 2012 through June 30, 2013.
- Assume no travel or expense.
- Total = \$70,800.

Period of Performance:

- July 1, 2012 through June 30, 2013 (12 months).

Total compensation for Phases I and II: \$134,326.00